

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**1609 SHERRY STREET, LLC,
Plaintiff,**

V.

**ASPEN SPECIALTY INSURANCE
MANAGEMENT, INC.,
Defendant.**

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CAUSE NO. _____

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES 1609 Sherry Street, LLC, hereinafter called Plaintiff, complaining of and about Aspen Specialty Insurance Management, Inc., hereinafter called Defendant, and for cause of action shows unto the Court the following:

PARTIES AND SERVICE

1. Plaintiff, 1609 Sherry Street, LLC, is a limited liability company located in Dallas Texas.

2. Defendant Aspen Specialty Insurance Management, Inc., a Nonresident Corporation, may be served by serving the registered agent of the corporation, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, at 211 E. 7th Street, Suite 620, Austin, TX 78701, its registered office. Service of said Defendant as described above can be effected by personal delivery.

JURISDICTION

3. Plaintiff brings its complaint under federal diversity jurisdiction, 28 U.S.C. 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

4. This court has jurisdiction over Defendant Aspen Specialty Insurance Management,

Inc., because said Defendant purposefully availed itself of the privilege of conducting activities in the state of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendant, and the assumption of jurisdiction over Aspen Specialty Insurance Management, Inc. will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

FACTS

5. Plaintiff purchased an apartment complex located at 1609 Sherry Street in Arlington, Texas on April 11, 2017.

6. Plaintiff notice the roof damage prior to closing, and required the previous owner, Garden Park Arlington Apartments, LLC to file a claim with Aspen Specialty Insurance Management, Inc.

7. The cause of the damage to the asphalt composition shingles covering the roofs of the subject buildings was wind and/or impact from hail associated with storms that passed through Arlington, Texas on March 17, 2016.

8. Plaintiff also required Garden Park Arlington Apartments, LLC assigned its rights to recover from Aspen Specialty Insurance Management, Inc for the covered claim.

9. Despite the existence of damage resulting from a covered event, defendant refuses to pay the claim and make the repairs required by the contract.

BREACH OF CONTRACT

10. Plaintiff incorporates by reference the allegations set forth above as if the same were fully set forth herein.

11. All conditions precedent to the performance have been met.

12. Plaintiff has fully performed its contractual obligations.

13. Defendant has failed to perform its contractual obligations

14. Defendant's breach of contract described hereinabove has injured Plaintiff, causing its damages.

DAMAGES FOR PLAINTIFF

15. As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, 1609 Sherry Street, LLC, was caused to suffer substantial out-of-pocket expenses for insured damages, and seeks recovery of all its damages resulting from Defendant's breach including, but not limited to, property damages, lost income and loss of use.

PREJUDGMENT INTEREST

16. Per Kentucky Insurance Code §§ 542.058 and 542.060, plaintiff is entitled to recover interest at a "rate of 18 percent a year as damages, together with reasonable attorney's fees."

ATTORNEY'S FEES

17. Because this is a breach of contract case, request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to a Court of Appeals or the Supreme Court.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, 1609 Sherry Street, LLC, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant for damages in an amount within the jurisdictional limits of the Court; together with pre-judgment interest at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

By: /s/ R. Lane Addison

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LLC**